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**EXHIBIT 1-T**  
**EO MPP Org Standup Support Services**



## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C17884 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. (C74) 4400011341 dated January 17, 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

**Contractor's Legal Name:** PRICEWATERHOUSECOOPERS LLP

**Total Number of Pages:** 13

**Contractor's Address:** 300 Madison Avenue  
New York, NY 10017

**Project Name:** EO MPP Org Standup Support

**Job Location:** Various

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in the Attachments and in accordance with the guidelines and standards of the MSA.

Contractor shall provide Major Projects and Programs (MPP) organization stand-up support including aligning on 2020 workplan execution, establishing execution governance and controls, and benchmarking leading practices within utility and other capital-intensive industries. All Work to be performed in accordance with the Attachment 1 Statement of Work and the terms and conditions of the MSA.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1 Statement of Work, Pages 3 through 12

Attachment 2 Exhibit 1A, Page 13

**CWA TERM:** This CWA is effective upon signature by both parties and expires on **01/31/2020**. Time is of the essence.

**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and **Work shall be completed by the completion date of 12/31/2019**.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL: \$1,050,000.00 Not-to-exceed as set forth in Attachment 1 Statement of Work**

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.**

| PACIFIC GAS AND ELECTRIC COMPANY |                   | CONTRACTOR: PRICEWATERHOUSECOOPERS LLP |  |
|----------------------------------|-------------------|--|--|
| <b>Signature</b>                 |                   | <b>Signature</b>                       |  |
| <b>Name</b>                      | Richard Cordova   | <b>Name</b>                            | Daryl Walcroft   |
| <b>Title</b>                     | Manager, Sourcing | <b>Title</b>                           | Principal  |
| <b>Date</b>                      |                   | <b>Date</b>                            | 18 October 2019  |



| ADMINISTRATION  |  |  |  |
|---|--|--|--|
| <b>PG&amp;E Negotiator</b>  | Lyn Blowe  | <b>Contractor Representative</b>   | Daryl Walcroft   |
| <b>Phone</b>  | 925.459.8016   | <b>Phone</b>   | 415.216.8359   |
| <b>Email</b>  | <a href="mailto:C6b7@pge.com">C6b7@pge.com</a>   | <b>Email</b>   | <a href="mailto:daryl.walcroft@pwc.com">daryl.walcroft@pwc.com</a> |
| <b>Accounting Reference</b>   | ED 8166320 / ET 8190423<br>PR 423391   |  |  |
| <b>PG&amp;E Work Supervisors:</b>   | Roger Jackson (RHJC)<br>Jonathan Seager (J7Se)   | <b>Phone:</b>  | 916.472.2332<br>415.973.6410                                       |
| <b>INVOICE INSTRUCTIONS:</b><br>As described in more detail in the invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable. | The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status.<br>In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing <a href="mailto:APPaidline@pge.com">APPaidline@pge.com</a> |  |  |
|   | <b>Send ORIGINAL Invoice to:</b>   | PG&E Accounts Payable*<br>PO Box 7760<br>San Francisco, CA 94120-7760  |  |
|   | <b>Send COPY of Invoice to:</b>  | <b>E-MAIL TO:</b><br>Roger Jackson <a href="mailto:RHJC@pge.com">RHJC@pge.com</a><br>Andre Bell <a href="mailto:ARBU@pge.com">ARBU@pge.com</a> |  |

| INTERNAL PG&E USE ONLY         |  |   |
|--------------------------------|--|---|
| <b>Distribution Date</b>       |  |   |
| <b>Distribution of Copies:</b> | <input type="checkbox"/> ARIBA Contracts ("CXXXX" Series): Buyer uploads an executed copy in Ariba.      | <input checked="" type="checkbox"/> Contractor<br>(Signed Original Copy)                          |
|                                | <input checked="" type="checkbox"/> Work Supervisors:<br>Roger Jackson (RHJC)<br>Jonathan Seager (J7Se)  | <input checked="" type="checkbox"/> Job Owners:<br>Roger Jackson (RHJC)<br>Jonathan Seager (J7Se) |
|                                | <input checked="" type="checkbox"/> Invoice Approvers:<br>Roger Jackson (RHJC)<br>Jonathan Seager (J7Se) | <input type="checkbox"/> Supervisor   |
|                                | <input type="checkbox"/> V.P.  | <input type="checkbox"/> Sourcing/ Purchasing   |
|                                | <input type="checkbox"/> Director  | <input type="checkbox"/> Law  |

**STATEMENT OF WORK  
Pursuant to  
MASTER SERVICES AGREEMENT**

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

**I. PURPOSE AND SCOPE**

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

As a part of PG&E's Electric Operations (EO) reorganization, Major Projects and Programs (MPP) was created to serve as the accountable entity for executing large, highly complex programs. This entity will focus on getting large-scale programs ready to construct and ready to operate.

PG&E is seeking assistance from PwC in helping stand-up the MPP organization as the team places new leadership and matures its governance, processes, and capabilities. This effort will include immediate support to address near-term challenges in the 2020 workplan development, while also laying out a capability roadmap in a 90-day plan. PwC will support leadership interviews, preparing materials for, and facilitating, workshops, and providing industry perspectives on leading practices of other entities that execute major projects.

**II. PARTIES' RESPONSIBILITIES**

**2.0 PG&E Responsibilities**

PG&E will maintain ownership and accountability of all Deliverables related to the design, documentation, and execution of the work plan. These include but are not limited to:

- Employee and contractor safety controls and performance metrics
- Organizational charts including leadership placement
- Job descriptions and job levelling decisions
- Process ownership documentation and role assignments
- Work transition ownership and work plan definitions and agreements
- Governance structure, charters, and decision roles and responsibilities
- Implementation plans including change and engagement management

## 2.1 Services to be provided by PwC:

PwC shall provide the following services (the “Services”):

| <b>Stabilize – 30-day workplan to address near-term opportunities</b>             |   |
|---|---|
| <b>Goals</b>  | <ol style="list-style-type: none"> <li>1. Align on strategic objectives for MPP organization and inform based on benchmarking to Utility and non-Utility peers</li> <li>2. Inventory 2020 workplans with Asset Risk Mgmt. stakeholders</li> <li>3. Define major project and determine delineation of work between MPP, DO, and TO</li> <li>4. Conduct working sessions and agree on 2020 workplan based on execution constraints, etc.</li> <li>5. Determine work planning stage-gate agreements between EO organizations (e.g., MPP and ARM/CWSP)</li> <li>6. Finalize work transition plan for 2019 and beyond</li> <li>7. Finalize Execution Strategy for Portfolio Mgmt.</li> <li>8. Assess work readiness including drivers for delays, critical path analysis, throughput calculations, and performance tracking</li> </ol> |
| <b>Metrics</b>  | <ol style="list-style-type: none"> <li>1. Conduct working sessions with PG&amp;E and PwC SMEs to discuss leading industry practices including leading and lagging indicators</li> <li>2. Agree on critical metrics for MPP overall and select execution organizations (e.g., Project Delivery)</li> <li>3. Identify data gaps in gathering information needed for reporting</li> </ol>  |
| <b>Scorecard</b>  | <ol style="list-style-type: none"> <li>1. Refine MPP dashboard to reflect critical metrics</li> <li>2. Support template and guidance for scorecard creation</li> <li>3. Determine ownership for populating scorecard</li> </ol>   |
| <b>Cadence</b>  | <ol style="list-style-type: none"> <li>1. Conduct leadership working sessions to highlight pain points and develop an MPP governance structure recommendation</li> <li>2. Assess and align MPP governance with overall EO plan</li> <li>3. Define cadence of updates, decision reporting forums, and communication protocols for organization</li> </ol>  |
| <b>Organize – 90-day workplan to assess current state and define future state</b> |   |
| <b>Current State Assessment</b>   | <ol style="list-style-type: none"> <li>1. Determine select processes and/or capabilities for assessment</li> <li>2. Support working sessions with SMEs to assess current state maturity and pain points</li> <li>3. Refine frameworks for process, capability, culture, and governance in order to highlight opportunities</li> </ol>   |
| <b>Future State Definition</b>  | <ol style="list-style-type: none"> <li>1. Support leadership discussions in identifying future state objectives</li> <li>2. Provide industry leading practices and analogs to facilitate discussions and working sessions</li> <li>3. Map out progression from current state to future state (e.g., multi-step journey vs. step-change)</li> </ol>  |
| <b>Gap Identification and Recommendations</b>                                     | <ol style="list-style-type: none"> <li>1. Conduct gap analysis from current state to future state</li> <li>2. Support development of opportunities / recommendations</li> </ol>   |

|   |   |
|---|---|
|   | <ol style="list-style-type: none"><li>3. Highlight identified pain points and how these are addressed by potential recommendations</li><li>4. Support development of prioritization criteria based on SME and leadership input on which recommendations are near vs. long term and which recommendations drive greatest impact</li></ol>                      |
| <b>Strategic Action Plan</b>                      | <ol style="list-style-type: none"><li>1. Assist roadmap creation based on prioritization criteria</li><li>2. Identify impacted stakeholders and potential mitigation plans</li><li>3. Support development of workplan and checklist to transition support back to PG&amp;E</li><li>4. Conduct hand-off working sessions (as needed) with MPP owners</li></ol> |
| <b>Executive Reporting and Leadership Support</b> | <ol style="list-style-type: none"><li>1. Facilitate bi-weekly leadership status updates</li><li>2. Compile updates for broader EO leadership (as needed)</li><li>3. Prepare Senior Team discussion materials (as needed)</li><li>4. Support team in other corporate-wide guidance (as needed)</li></ol>   |

## 2.2 Deliverables:

PwC shall provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order.

Completion of Deliverables will be reliant on appropriate and timely access to data and PG&E SMEs. If such items are not provided PwC will escalate to the PG&E Work Supervisor and note in writing which Deliverables may be at risk for timely delivery and/or completion.

This SOW will include the following Deliverables:

| <b>Stabilize – 30-day workplan to address near-term opportunities</b>             |   |
|---|---|
| <b>Goals</b>  | <ol style="list-style-type: none"> <li>1. Summary of MPP Goal Definitions</li> <li>2. Benchmarking of Leading Practices by Utility and non-Utility peers</li> <li>3. 2020 Workplan Inventory and Finalized Workplan</li> <li>4. 2020 Workplan Stakeholder Workshops</li> <li>5. Proposed Work Plan Stage-gate / Hand-off Process (between Asset Risk Mgmt. and MPP and/or DO, TO)</li> <li>6. Interaction Model between Program Mgmt., Contract Mgmt., and Construction Mgmt.</li> <li>7. Portfolio Mgmt. Execution Strategy Summary</li> </ol> |
| <b>Metrics</b>  | <ol style="list-style-type: none"> <li>1. Benchmarking of metrics used by Utility and non-Utility peers</li> <li>2. Finalized MPP Metrics (including Work Readiness) and protocol for updating metrics</li> <li>3. Summary of Data Gaps for Metric Reporting</li> </ol>   |
| <b>Scorecard</b>  | <ol style="list-style-type: none"> <li>1. Finalized MPP Performance Dashboard / Scorecard</li> <li>2. Scorecard Templates and User Guidance</li> </ol>  |
| <b>Cadence</b>  | <ol style="list-style-type: none"> <li>1. Draft MPP Governance Structure</li> <li>2. Alignment of MPP Governance and EO Governance Forums</li> <li>3. Summary of Pain Points / Action items</li> <li>4. Communications Plan and Timeline (e.g., Goals, Metrics, Scorecard, and Cadence)</li> </ol>  |
| <b>Organize – 90-day workplan to assess current state and define future state</b> |   |
| <b>Current State Assessment</b>   | <ol style="list-style-type: none"> <li>1. Current state maturity baseline of: <ul style="list-style-type: none"> <li>– Processes (e.g., Portfolio Mgmt., Contract Mgmt., Construction Mgmt. incl. Work Readiness and Performance, Work &amp; Resource Mgmt.); <i>Note: to-be down-selected prior to assessment</i></li> <li>– Capabilities (e.g., skillsets, staffing)</li> <li>– Culture (e.g., Incentives, Behaviors)</li> <li>– Governance (e.g., Metrics, Controls)</li> </ul> </li> </ol>  |
| <b>Future State Definition</b>  | <ol style="list-style-type: none"> <li>1. MPP and other LOB Stakeholder Workshops</li> <li>2. Future State Definition and Objectives (aligned to maturity assessment)</li> </ol>  |

|   |   |
|---|---|
| <b>Gap Identification and Recommendations</b>     | <ol style="list-style-type: none"> <li>1. Gaps and issue identification (e.g., Processes, Capabilities, Culture)</li> <li>2. Opportunity List</li> <li>3. Recommendation Prioritization Criteria</li> </ol>                   |
| <b>Strategic Action Plan</b>                      | <ol style="list-style-type: none"> <li>1. Recommendation Plan and Roadmap</li> <li>2. Preliminary Stakeholder Identification and Assessment Framework</li> <li>3. Transition Workplan to Hand-off to PG&amp;E</li> </ol>      |
| <b>Executive Reporting and Leadership Support</b> | <ol style="list-style-type: none"> <li>1. EO Leadership Team updates (as needed)</li> <li>2. Senior Team and Enterprise updates (as needed)</li> <li>3. Communications and employee engagement support (as needed)</li> </ol> |

PwC will provide a bi-weekly leadership check-in to monitor progress and approve milestone Deliverables. Note, that Deliverable timing may change based on access to data, availability of stakeholder / leadership for working sessions, and/or other externalities (e.g., PSPS event). To drive sustainability of the MPP organization stand-up, each deliverable will be transferred to a respective MPP owner once complete. The proposed owner list is shown below:

#### Deliverables Transfer to PG&E Owner

| <b>Stabilize – 30-day workplan to address near-term opportunities</b> |   | <b>PG&amp;E Owner</b>  |
|---|---|--|
| <b>Goals</b>  | <ol style="list-style-type: none"> <li>1. Summary of MPP Goal Definitions</li> <li>2. Benchmarking of Leading Practices by Utility and non-Utility peers</li> <li>3. 2020 Workplan Inventory and Finalized Workplan</li> <li>4. 2020 Workplan Stakeholder Workshops</li> <li>5. Proposed Work Plan Stage-gate / Hand-off Process (between Asset Risk Mgmt. and MPP and/or DO, TO)</li> <li>6. Interaction Model between Program Mgmt., Contract Mgmt., and Construction Mgmt.</li> <li>7. Portfolio Mgmt. Execution Strategy Summary</li> </ol> | <ul style="list-style-type: none"> <li>• Jonathan Seager (Major Programs/ Project Delivery)</li> <li>• Shawn Adderly (Chief of Staff)</li> </ul> |
| <b>Metrics</b>  | <ol style="list-style-type: none"> <li>1. Benchmarking of metrics used by Utility and non-Utility peers</li> <li>2. Finalized MPP Metrics (including Work Readiness) and protocol for updating metrics</li> <li>3. Summary of Data Gaps for Metric Reporting</li> </ol>   | <ul style="list-style-type: none"> <li>• Shawn Adderly (Chief of Staff)</li> </ul>   |
| <b>Scorecard</b>  | <ol style="list-style-type: none"> <li>1. Finalized MPP Performance Dashboard / Scorecard</li> <li>2. Scorecard Templates and User Guidance</li> </ol>  | <ul style="list-style-type: none"> <li>• Shawn Adderly (Chief of Staff)</li> </ul>   |
| <b>Cadence</b>  | <ol style="list-style-type: none"> <li>1. Draft MPP Governance Structure</li> <li>2. Alignment of MPP Governance and EO Governance Forums</li> <li>3. Summary of Pain Points / Action items</li> </ol>  | <ul style="list-style-type: none"> <li>• Jonathan Seager (Major Programs/ Project Delivery)</li> </ul>   |



|   |   |  |
|---|---|--|
|   | 4. Communications Plan and Timeline (e.g., Goals, Metrics, Scorecard, and Cadence)  | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> </ul>   |
| <b>Organize – 90-day workplan to assess current state and define future state</b> |   |  |
| <b>Current State Assessment</b>   | 1. Current state maturity baseline of: <ul style="list-style-type: none"> <li>Processes (e.g., Portfolio Mgmt., Contract Mgmt., Construction Mgmt. incl. Work Readiness and Performance, Work &amp; Resource Mgmt.); <i>Note: to-be down-selected prior to assessment</i></li> <li>Capabilities (e.g., skillsets, staffing)</li> <li>Culture (e.g., Incentives, Behaviors)</li> <li>Governance (e.g., Metrics, Controls)</li> </ul> | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> <li>Brian Meagher (Electric Process Improvement)</li> </ul> |
| <b>Future State Definition</b>  | 1. MPP and other LOB Stakeholder Workshops<br>2. Future State Definition and Objectives (aligned to maturity assessment)  | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> <li>Brian Meagher (Electric Process Improvement)</li> </ul> |
| <b>Gap Identification and Recommendations</b>                                     | 1. Gaps and issue identification (e.g., Processes, Capabilities, Culture)<br>2. Opportunity List<br>3. Recommendation Prioritization Criteria   | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> <li>Brian Meagher (Electric Process Improvement)</li> </ul> |
| <b>Strategic Action Plan</b>  | 1. Recommendation Plan and Roadmap<br>2. Preliminary Stakeholder Identification and Assessment Framework<br>3. Transition Workplan to Hand-off to PG&E  | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> <li>Brian Meagher (Electric Process Improvement)</li> </ul> |
| <b>Executive Reporting and Leadership Support</b>                                 | 1. EO Leadership Team updates (as needed)<br>2. Senior Team and Enterprise updates (as needed)<br>3. Communications and employee engagement support (as needed)   | <ul style="list-style-type: none"> <li>Shawn Adderly (Chief of Staff)</li> </ul>   |

Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

The exhibits below summarize at a high-level the path forward for standing-up the MPP organization. PwC's scope of support will only be for the 30-day and 90-day workplan, with the intent of transitioning the work back to PG&E once the organization has stabilized and leadership teams are in-place.

## Workplan Summary

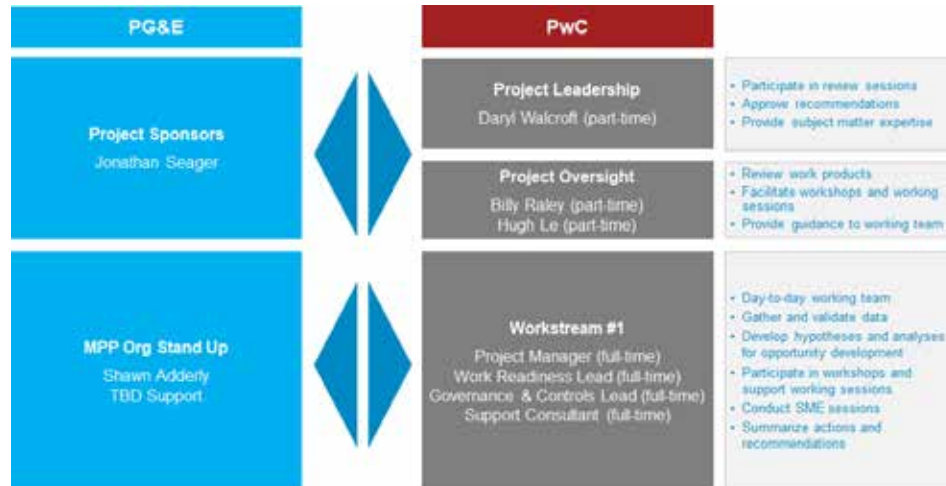


## Key Assumptions

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change

## 2.3 Proposed Team Structure

The PwC team will work under the direction of Jonathan Seager on this engagement. An integrated team comprised of PwC consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

## 2.4 Timing

The timing of the Services is as follows:

|                                    |                    |
|------------------------------------|--------------------|
| Proposed Project Start Date:       | September 30, 2019 |
| Estimated Project Completion Date: | December 20, 2019  |

## 2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to Deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.

## III FEES, EXPENSES AND PAYMENT

### Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$950,000

- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$1,050,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

**Other Terms:**

- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

**PG&E and Consultant Work Supervisor Name, Number, and Email Address**

**PG&E Work Supervisor:**

Jonathan Seager, Senior Director Major Programs / Project Delivery  
Phone: 415.533.8983  
Email: [J7SE@pge.com](mailto:J7SE@pge.com)

**PG&E Team Lead:**

Shawn Adderly, Chief of Staff EO MPP  
Phone: 925.448.7992  
Email: [S3A8@pge.com](mailto:S3A8@pge.com)

**Consultant Work Supervisor:**

Daryl Walcroft, Principal  
Phone: 415.216.8359  
Email: [daryl.walcroft@pwc.com](mailto:daryl.walcroft@pwc.com)

**Consultant Team Lead(s):**

Billy Raley, Director  
Phone: 407.562.8162  
Email: [billy.r.aley@pwc.com](mailto:billy.r.aley@pwc.com)

Hugh Le, Director  
Phone: 720.284.2854  
Email: [hugh.le@pwc.com](mailto:hugh.le@pwc.com)

## Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

## Other Items

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

PwC is not providing legal advice or legal opinions in this engagement.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

### PricewaterhouseCoopers LLP

By:



Name/Title:

Daryl Walcroft / Principal

Date:

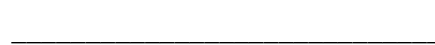
18 October 2019

### Pacific Gas & Electric Company

By:



Name/Title:



Date:





## Subcontractor and Supplier Utilization Plan

## EXHIBIT 1A

|                                  |   |                                    |                            |
|----------------------------------|---|------------------------------------|----------------------------|
| Prime Contractor/Supplier Name:  | PG&E Contract # (if any):   | Contract Duration From:            | To:                        |
| Employer Identification # (EIN): | Total Bid/Contract Value:   | Total Amount to be Self Performed: |                            |
| PG&E Project/Product:            | Is Prime Contractor/Supplier CPUC Clearinghouse Certified? Yes No VON #:  |                                    |                            |
| Name of Preparer:                | Is Prime Contractor/Supplier a Registered Small Business Certified? Yes No Small Business #:                    |                                    |                            |
| Preparer E-Mail:                 | Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers (\$): (for the duration of the contract) |                                    |                            |
| Preparer Contact Phone:          |   |                                    |                            |
| Subs and Suppliers:              |   | Small Businesses:                  | CPUC Certified Businesses: |

| (1)<br>Tier Level | (2)<br>Name of Subcontractors (s) and Supplier (s) | (3)<br>Emergency Point of Contact / Phone # |  | (4)<br>Contractor's License # / Motor Carrier Permit |                  |                 |                         | (5)<br>Description of Work to be Performed or Major Materials to be Supplied | (6)<br>Is Excavation to be Performed | (7)<br>Gold Shovel Status | (8)<br>Risk Level | (9)<br>ISN ID# and/or PG&E Qualified Vendor # | (10)<br>Union Signatory |
|-------------------|--|---|--|--|------------------|-----------------|-------------------------|--|--------------------------------------|---------------------------|-------------------|---|-------------------------|
|                   |  |   |  | License/Permit Type                                  | License/Permit # | Expiration Date | Special Permit Required |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |
|                   |  |   |  |  |                  |                 |                         |  |                                      |                           |                   |   |                         |

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit 1A to best demonstrate your plan for the indicated services.

In the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit 1A prior to performing the Work via the method outlined in the contract or work authorization.

Refer to Exhibit 1 for additional instructions on completing this form.

Please include additional sheets as needed.

|                |  |      |  |         |  |
|----------------|--|------|--|---------|--|
| (11) Signature |  | Date |  | Rev. #: |  |
|----------------|--|------|--|---------|--|

I hereby certify that the information listed is true to the best of my knowledge.